

1 DAVID E. FRANK, ESQ. (Bar No. 125122)
2 DENNIS G. SELEY, ESQ. (Bar No. 64584)
3 FRANK LAW GROUP, P.C.
4 1517 Lincoln Way, Courthouse Plaza
5 Auburn, CA 95603
6 Telephone: (530) 887-8585
7 Facsimile: (530) 887-8586

8 Attorneys for Plaintiffs
9 STEVE F. TIBBETTS and
10 TAMBERLYN TIBBETTS

11 STEVE F. TIBBETTS and
12 TAMBERLYN TIBBETTS,
13 v.
14 KELLER MORTGAGE, LLC, dba KELLER
15 MORTGAGE, NATIONSTAR MORTGAGE
16 LLC, and NATIONSTAR MORTGAGE
17 LLC, dba MR. COOPER, U.S. BANK
18 NATIONAL ASSOCIATION and DOES 1-
19 20, inclusive,
20 Defendants.

Case No. 2:23-CV-00596-JAM-CKD

**VERIFIED FIRST AMENDED
COMPLAINT FOR BREACH OF
CONTRACT, CONSTRUCTIVE FRAUD,
BREACH OF FIDUCIARY DUTY,
NEGLIGENCE AND DEFAMATION**

DEMAND FOR JURY TRIAL

21 COMES NOW Plaintiffs STEVE F. TIBBETTS and TAMBERLYN TIBBETTS and
22 alleges the following against KELLER MORTGAGE, LLC, dba KELLER MORTGAGE,
23 NATIONSTAR MORTGAGE LLC, and NATIONSTAR MORTGAGE LLC, dba MR.
24 COOPER, U.S. BANK NATIONAL ASSOCIATION and DOES 1-20, inclusive:

INTRODUCTION

25 The purpose of this lawsuit is to rectify the financial harm caused to Plaintiffs by
26 KELLER MORTGAGE, LLC, dba KELLER MORTGAGE, NATIONSTAR MORTGAGE
27 LLC, and NATIONSTAR MORTGAGE LLC, dba MR. COOPER, U.S. BANK NATIONAL
28 ASSOCIATION and DOES 1-20, inclusive, following the mortgage rescission transaction that

1 took place as more fully set forth below.

2 **PARTIES**

3 1. Plaintiffs STEVE F. TIBBETTS and TAMBERLYN TIBBETTS are individuals
4 residing in the town of Penryn, County of Placer, California.

5 2. Upon information and belief, KELLER MORTGAGE LLC, dba KELLER
6 MORTGAGE is a limited liability company with its principal place of business in Dublin, Ohio
7 and is authorized to do business in the State of California.

8 3. Upon information and belief, U.S. Bank National Association is a subsidiary of U.S.
9 Bancorp, and is a Delaware corporation with its principal place of business in Minneapolis,
10 Minnesota, and is authorized to do business in the State of California.

11 4. Upon information and belief, NATIONSTAR MORTGAGE LLC, dba MR. COOPER,
12 is a Delaware corporation with its principal place of business in Dallas, Texas and is authorized
13 to do business in the State of California.

14 5. Upon information and belief, U.S. BANK NATIONAL ASSOCIATION is a Delaware
15 corporation with its corporate headquarters located in Minneapolis, Minnesota, and is
16 authorized to do business in the State of California.

17 6. Plaintiffs are ignorant of the true names and the capacities of defendants sued herein as
18 DOES 1-20, inclusive, and therefore Plaintiffs sue these defendants by these fictitious names.
19 Plaintiff reserves the right to amend this complaint to allege their true names and capacities
20 when ascertained. Plaintiffs are informed and believe, and thereon allege, that each of the
21 fictitiously named defendants are responsible in some manner for the occurrences herein alleged
22 and that Plaintiffs' damages are as herein alleged were proximately caused by such defendants.

23 7. Plaintiffs are informed and believe and thereon allege, that at all times material to this
24 complaint, each of the defendants, in addition to acting for himself/herself or itself, and on
25 his/her or its own behalf individually, is and was acting as the agent, assignee, servant,
26 employee and/or representative of, and with the knowledge, consent and permission of and in
27 conspiracy with, each and all of the defendants and within the course and scope and authority of
28 that agency, service, employment, representation, and conspiracy. Plaintiffs further alleges that

1 the acts of each of the defendants were fully ratified by each and all of the defendants.
2 Specifically, and without limitation, Plaintiffs allege that the actions, failures to act, breaches,
3 and ,misrepresentations alleged herein and attributed to one or more of the specific defendants
4 were approved, ratified and done with the cooperation and knowledge of each and all of the
5 defendants.

6 **JURISDICTION AND VENUE**

7 8. Plaintiffs entered into mortgage loan agreements in May 2022 and again in July 2022
8 with KELLER MORTGAGE in Placer County. Both loans were consummated in Placer
9 County and executed in the City of Auburn, Placer County, California.

10 9. Defendant KELLER MORTGAGE LLC and dba KELLER MORTGAGE is authorized
11 to do business in the State of California and is registered with the Secretary of State. Its
12 authorized agents for service of process are located in Sacramento.

13 10. Defendant U.S. BANK NATIONAL ASSOCIATION is authorized to do business in the
14 State of California. Its authorized agents for service of process through CT Corporation are
15 located in California.

16 11. Defendant NATIONSTAR MORTGAGE LLC, dba MR. COOPER is authorized to do
17 business in the State of California and is registered with the Secretary of State. Further,
18 Defendant holds a *California Finance Lenders Law License* and a *California Residential*
19 *Mortgage Lending Act License*. As alleged below, NATIONSTAR MORTGAGE LLC., dba
20 MR. COOPER became the loan servicing agent of the rescinded May 2022 Keller Mortgage
21 loan when this loan was sold by KELLER MORTGAGE to U.S. BANK NATIONAL
22 ASSOCIATION, accepting all agreements entered into between Plaintiffs and KELLER
23 MORTGAGE.

24 **GENERAL ALLEGATIONS**

25 12. On or about March 2021, Plaintiffs took out an equity loan in the amount of \$340,000
26 through Keller Mortgage. The Deed of Trust and loan had a closing date of March 19, 2021.
27 At some point after the close of escrow for this new loan, Keller Mortgage either sold the
28 mortgage to, or contracted with, Specialized Loan Servicing for administration of the mortgage

1 payments.

2 13. On or about April 2022, Plaintiffs began the procedures to refinance the March 2021
3 loan. TIBBETTS received a payoff statement from Specialized Loan Servicing on April 13,
4 2021 in the amount of \$321,922.14.

5 14. On or about May 2, 2022, First Integrity Title issued a closing statement related to the
6 refinancing of the 2021 loan. Keller Mortgage issued a loan in the amount of \$693,750. The
7 2021 loan was paid in the amount of \$321,922 with the balance of the loan proceeds going to
8 TIBBETTS to be used for construction on TIBBETTS' property. This loan will be referred to
9 as the *May 2022 Loan*.

10 15. At the time the *May 2022 Loan* was consummated, part of the KELLER MORTGAGE
11 loan documents required Plaintiffs to execute a form entitled Right to Cancel.

12 16. On or about June 14, 2022, Plaintiffs received a letter from KELLER MORTGAGE.
13 KELLER MORTGAGE advised that in a post-closing audit KELLER MORTGAGE
14 determined that it had provided the wrong Right to Cancel form that was used at the time
15 escrow closed and loan documents were executed. KELLER MORTGAGE stated the error was
16 on their part for providing the incorrect form at the time of signing. A new form was provided
17 and the time frame for Plaintiffs' to exercise their rights to cancel was reopened. The new
18 deadline within which to exercise their right to cancel the *May 2022 Loan* was now June 18,
19 2022. **(Exhibit 1)**

20 17. On June 16, 2022, Plaintiffs signed the new form "Right to Cancel" they had received
21 on June 14, 2022 from KELLER MORTGAGE, and sent the executed Right to Cancel form
22 pertaining to rescinding the *May 2022 Loan*, to Chris Bish at KELLER MORTGAGE in
23 accordance with the instructions on the form. **(Exhibit 1)**

24 18. When KELLER MORTGAGE failed to respond to the executed and submitted Right to
25 Cancel form, Plaintiffs engaged the services of legal counsel. As a result, on July 7, 2022,
26 escrow was opened up for rescinding the *May 2022 Loan* and refinancing of a new loan began
27 to place Plaintiffs in the same position they were in before the *May 2022 Loan* was made.

28 19. Between May 25, 2022 when the *May 2022 Loan* closed and July 7, 2022 when the *July*

1 2022 *Loan* was opened in Escrow, the *May 2022 Loan* was sold by KELLER MORTGAGE to
 2 U.S. BANK NATIONAL ASSOCIATION and servicing of the loan was assigned to
 3 NATIONSTAR MORTGAGE LLC, dba MR. COOPER. The first payment on the *May 2022*
 4 loan serviced by MR. COOPER was July 1, 2022, two weeks after Plaintiffs exercised their
 5 right to rescind the *May 2022 Loan*.

6 20. Between July 7 and July 25, the *May 2022 Loan* for \$693,750 was refinanced with
 7 KELLER MORTGAGE with a closing date of July 28, 2022 (hereinafter referred to as the *July*
 8 *2022 Loan*). Pursuant to the *July 2022 Loan* transaction, the amount of \$320,902 paid to
 9 Specialized Loan Servicing by KELLER MORTGAGE involved in the *May 2022 Loan* (the
 10 loan sold to U.S. BANK NATIONAL ASSOCIATION) was refinanced and repurchased by and
 11 directly with KELLER MORTGAGE. The cash-out for construction issued to Plaintiffs from
 12 the *May 2022 Loan* (\$368,279.04) was returned to KELLER MORTGAGE by Plaintiffs as part
 13 of the escrow closing transaction. (**Exhibit 2**)

14 21. As part of the *July 2022 Loan* transaction to rescind the *May 2022 Loan*, Plaintiffs
 15 understood that KELLER MORTGAGE would transfer the sum of \$320,902 to U.S. BANK
 16 NATIONAL ASSOCIATION through MR. COOPER along with the cash-out amount returned
 17 by Plaintiffs representing the rescission of the \$693,750 *May 2022 Loan*.

18 22. On August 2, 2022, MR. COOPER sent a certified letter to Plaintiffs advising them that
 19 their loan (the *May 2022 loan*) account was delinquent, and it was necessary for Plaintiffs to
 20 make payment to avoid foreclosure. This letter was provided to Travis Grant, Executive
 21 Director of Legal Compliance at KELLER MORTGAGE, with whom Plaintiffs and the title
 22 company worked with on the *July 2022 Loan*. Mr. Grant advised Plaintiffs that the
 23 MR. COOPER letter was forwarded to the Post Closing Department of KELLER MORTGAGE
 24 asking that the department advise MR. COOPER that KELLER MORTGAGE repurchased the
 25 *May 2022 Loan* being serviced by MR. COOPER, and not to move forward on any foreclosure
 26 action for non-payment of the *May 2022 Loan*. (**Exhibit 3**)

27 23. On August 17, 2022, Mr. Grant advised that MR. COOPER is not servicing the *July*
 28 *2022 Loan* for KELLER MORTGAGE and that KELLER MORTGAGE repurchased the

1 *May 2022 Loan.* Mr. Grant's stated that MR. COOPER was acting on behalf of the loan
2 purchaser (U.S. BANK NATIONAL ASSOCIATION). Mr. Grant stated that KELLER
3 MORTGAGE advised MR. COOPER that the *May 2022 Loan* had been rescinded and
4 repurchased by KELLER MORTGAGE and for MR. COOPER to cease all loan servicing
5 activity. He further advised that KELLER MORTGAGE staff would follow-up with
6 MR. COOPER. **(Exhibit 4)**

7 24. On September 7, 2022, KELLER MORTGAGE issued a notice advising Plaintiffs that
8 their *July 2022 Loan* in the amount of \$320.902 would be serviced by Midwest Loan Servicing
9 with whom KELLER MORTGAGE contracted with for loan servicing. KELLER
10 MORTGAGE further advised that the September 1, 2022 loan payment on the *July 2022 Loan*
11 was to be paid directly to Midwest Loan Servicing.

12 25. Plaintiffs became aware in September 2022 that the rescinded *May 2022 Loan* being
13 serviced by MR. COOPER had not been paid off by the transfer of funds that KELLER
14 MORTGAGE was required to do at the close of the *July 2022 Loan* transaction. In a phone call
15 with MR. COOPER customer service on September 22, 2022, Plaintiffs were advised that the
16 loan was being transferred to Midwest Loan Serving to be completed on September 27, 2022.

17 26. On October 3, 2022, Plaintiffs were again advised in a phone call with MR. COOPER
18 customer service that the loan would transfer to Midwest on October 13. The agent could not
19 explain why the transfer did not take place on 9/27/22 as previously indicated.

20 27. On October 19, 2022, Plaintiffs spoke again with MR. COOPER customer service who
21 advised that while the notes indicate a transfer to Midwest, there was nothing indicated that the
22 transfer would occur. On this same date, Plaintiffs spoke with Midwest who was unable to
23 provide further information concerning any transfer from MR. COOPER to Midwest and
24 advised Plaintiffs to speak with MR. COOPER.

25 28. On October 24, 2022, in another phone call with MR. COOPER, Plaintiffs were advised
26 by the agent that there was no "goodbye letter" issued by MR. COOPER and further stated that
27 Plaintiffs loan with them was not going anywhere. Instead, the agent offered to provide services
28 to Plaintiffs to avoid foreclosure on the *May 2022 Loan* and to speak with Duston Russel (MR.

1 COOPER employee) for these services.

2 29. KELLER MORTGAGE repurchased the loan of \$320,902 along with the repayment by
3 Plaintiffs in the amount of \$368,279.04. The \$368,279.04 was never transferred by KELLER
4 MORTGAGE to MR. COOPER or U.S. BANK NATIONAL ASSOCIATION and neither has
5 the repurchased loan amount of \$320,902. As of October 18, 2022, MR. COOPER shows a
6 loan balance due by Plaintiffs in the amount of \$689,750 which reflects accrued late charges.

7 30. On October 19, 2022, MR. COOPER sent a notice indicating that it had purchased
8 property insurance on behalf of Plaintiffs for the *May 2022 Loan* in the amount of \$2838. On
9 October 25, 2022, MR. COOPER sent a notice of adjustment to the escrow account to reflect
10 the increase of the monthly mortgage due to the property insurance purchase.

11 31. KELLER MORTGAGE breached its contract arising out of the *July 2022 Loan* resulting
12 in late notices being issued by MR. COOPER along with threats to foreclose on a loan that was
13 rescinded.

14 32. As a result of the actions and/or inactions of KELLER MORTGAGE and
15 NATIONSTAR MORTGAGE LLC., dba MR.COOPER concerning the rescission of the *May*
16 *2022 Loan*, MR. COOPER has improperly and falsely reported to credit reporting agencies that
17 Plaintiffs are delinquent on a \$698,750 loan resulting in significant deterioration of their credit
18 worthiness.

19 33. Therefore, Plaintiffs pray for relief as set forth below.

20 **FIRST CAUSE OF ACTION**
BREACH OF CONTRACT

21 **(Against Defendants KELLER MORTGAGE, LLC, U.S. BANK NATIONAL
ASSOCIATION, NATIONSTAR MORTGAGE LLC dba MR. COOPER)**

22 34. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through
23 33 of this Complaint, and by reference, incorporate the same herein and make each a part
24 hereof.

25 35. On July 25, 2022, Plaintiffs finalized the *July 2022 Loan* with KELLER MORTGAGE
26 in which Plaintiffs were required to return the \$368,279.04 cash-out proceeds they received in
27 connection with the *May 2022 Loan*. KELLER MORTGAGE repurchased the *May 2022 Loan*
28

1 and issued a new loan in the amount of \$320,902.

2 36. Plaintiffs have performed all of the things required of them, namely, Plaintiffs timely
3 exercised their right to rescind the *May 2022 Loan* and repaid the cash-out proceeds as part of
4 the *July 2022 Loan* and have been making monthly payments on the *July 2022 Loan*

5 37. All conditions required of Plaintiffs have been met or have been excused.

6 38. KELLER MORTGAGE, U.S. NATIONAL BANK ASSOCIATION and NATIONSTAR
7 MORTGAGE, dba MR. COOPER have breached the *July 2022 Loan*. KELLER MORTGAGE
8 accepted the repayment of the cash-out proceeds and issued a new loan but failed to follow-
9 through with the rescission of the *May 2022 Loan* it sold to U.S. BANK NATIONAL
10 ASSOCIATION being serviced by MR. COOPER.

11 39. MR. COOPER continues to deny their obligations to transfer the rescinded *May 2022*
12 *Loan* back to KELLER MORTGAGE and instead have threatened to foreclose on this rescinded
13 loan.

14 40. U.S. BANK NATIONAL ASSOCIATION and MR. COOPER have failed to transfer the
15 rescinded loan back to KELLER MORTGAGE and instead have been sending delinquent
16 notices to Plaintiffs on the rescinded loan.

17 41. As a result, Plaintiffs have suffered damages in an amount to be proven at trial, and have
18 suffered erroneous derogatory credit reporting by MR. COOPER affecting Plaintiffs credit
19 worthiness. Defendants' actions are a substantial factor in causing said damages.

20 42. Therefore, Plaintiffs pray for relief as set forth below.

21 **SECOND CAUSE OF ACTION**
22 **BREACH OF FIDUCIARY DUTY**

23 43. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through
24 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

25 44. As indicated in paragraphs 16 and 17 above, Plaintiffs exercised their right to rescind the
26 *May 2022 Loan* on June 16, 2022. In processing that rescission, KELLER MORTGAGE and
27 Plaintiffs caused to have escrow opened on July 7, 2022, for the *July 2022 Loan*.

28 45. KELLER MORTGAGE was Plaintiff's loan provider in connection with both the *May*

1 | 2022 Loan and the July 2022 Loan.

2 46. KELLER MORTGAGE was acting on behalf of Plaintiffs when it received Plaintiffs'
3 notice that they were rescinding the *May 2022 Loan* and had an obligation to protect Plaintiffs'
4 rights when processing the rescission of the *May 2022 Loan*.

5 47. KELLER MORTGAGE owed a fiduciary duty to Plaintiffs and was required to act with
6 utmost good faith in the best interests of Plaintiffs when processing the rescission of the *May*
7 *2022 Loan.*

8 48. KELLER MORTGAGE failed to act as a reasonably careful loan provider would have
9 acted under the same or similar circumstances.

10 49. The failure of KELLER MORTGAGE and NATIONSTAR dba MR. COOPER to fulfill
11 its obligations to rescind Plaintiffs' loan was done intentionally in conscious disregard for the
12 rights of Plaintiffs.

13 50. As a result of that failure, Plaintiffs were harmed. Such harm was a substantial factor in
14 causing Plaintiffs to receive from NATIONSTAR dba MR. COOPER loan statements,
15 delinquent notices, threats to foreclose on a loan that was rescinded and negative credit reports.

16 | 51. Therefore, Plaintiffs pray for relief as set forth below.

THIRD CAUSE OF ACTION
CONSTRUCTIVE FRAUD (CIV. CODE §1573)
(Against all Defendants)

20 52. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through
21 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

22 53. As indicated in paragraphs 16 and 17 above, Plaintiffs exercised their right to rescind the
23 *May 2022 Loan* on June 16, 2022. In processing that rescission, KELLER MORTGAGE and
24 Plaintiffs caused to have escrow opened on July 7, 2022, for the *July 2022 Loan*.

25 54. KELLER MORTGAGE was Plaintiffs' loan provider in connection with both the *May*
26 *2022 Loan* and the *July 2022 Loan*.

27 55. KELLER MORTGAGE was acting on behalf of Plaintiffs when it received Plaintiffs'
28 notice that they were rescinding the *May 2022 Loan* and had an obligation to protect Plaintiffs

1 rights when processing the rescission of the *May 2022 Loan*.

2 56. KELLER MORTGAGE knew or should have known that various departments of
3 KELLER MORTGAGE either failed to communicate to, or follow through with, U.S. BANK
4 NATIONAL ASSOCIATION and/or NATIONSTAR dba MR. COOPER by advising these
5 defendants that Plaintiffs exercised their right to rescind the *May 2022 Loan* and to complete the
6 processing of the rescission. As a result, Plaintiffs continue to receive from NATIONSTAR dba
7 MR. COOPER loan statements, delinquent notices, and threats to foreclose on a loan that was
8 rescinded and negative credit reporting by NATIONSTAR dba MR. COOPER.

9 57. KELLER MORTGAGE misled Plaintiffs in failing to communicate to or following
10 through with advising U.S. NATIONAL BANK ASSOCIATION and/or NATIONSTAR dba
11 MR. COOPER that the *May 2022 Loan* being serviced by NATIONSTAR dba MR. COOPER
12 was rescinded. As a result, Plaintiffs continue to receive from NATIONSTAR dba MR.
13 COOPER loan statements, delinquent notices, and threats to foreclose on a loan that was
14 rescinded and negative credit reporting by NATIONSTAR dba MR. COOPER.

15 58. KELLER MORTGAGE knew that its failure to communicate Plaintiffs' rights to rescind
16 to U.S. NATIONAL BANK ASSOCIATION, and its servicing agent NATIONSTAR dba MR.
17 COOPER would cause serious harm to Plaintiffs. KELLER MORTGAGE's failure to
18 communicate the *May 2022 Loan* was done intentionally with conscious disregard of Plaintiffs'
19 rights.

20 59. U.S. NATIONAL BANK ASSOCIATION and NATIONSTAR dba MR. COOPER have
21 misled Plaintiffs by stating in numerous phone contacts with Plaintiffs that the *May 2022 Loan*
22 was getting transferred to Mid-West, the servicing agent for KELLER MORTGAGE pertaining
23 to the *July 2022 Loan*. The transfer has not taken place. Despite the knowledge that the loan
24 was to be transferred, NATIONSTAR dba MR. COOPER has continued to send out loan
25 statements, delinquent notices, and notices threatening foreclosure to Plaintiffs on a loan that
26 was rescinded and negative credit reporting by NATIONSTAR dba MR. COOPER.

27 60. Plaintiffs have been harmed by KELLER MORTGAGE, U.S. NATIONAL BANK
28 ASSOCIATION, NATIONSTAR dba MR. COOPER and such conduct by all defendants is a

1 substantial factor in causing Plaintiffs' harm.

2 61. Therefore, Plaintiffs pray for relief as set forth below.

3 **FOURTH CAUSE OF ACTION**
 4 **NEGLIGENCE**
 5 **(Against All Defendants)**

6 62. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through
 7 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

8 63. Defendant KELLER MORTGAGE issued the *May 2022 Loan* to the TIBBETTS. In the
 9 *May 2022 Loan* Note, KELLER MORTGAGE instructed TIBBETTS how much their monthly
 10 payment would be and where to send it. It further indicates that the first payment on the loan
 would be July 1, 2023.

11 64. Defendant KELLER MORTGAGE advised Plaintiffs on June 14, 2022 that the wrong
 12 Right to Rescind form was used at the time of the *May 2022 Loan* closed and provided the
 13 correct form. Plaintiffs exercised their right to rescind the loan on June 16, 2022, two weeks
 14 prior to the first payment was due.

15 65. Defendant KELLER MORTGAGE had a duty to cease any and all collection activities
 16 on the *May 2022 Loan* upon receipt of the Plaintiffs' executed Right to Rescind. In the
 17 alternative, if KELLER MORTGAGE sold the loan to U.S. BANK prior to June 14, 2022,
 18 KELLER MORTGAGE had a duty to notify U.S. BANK that Plaintiffs exercised their right to
 19 rescind prior to the first payment due date.

20 66. Defendant KELLER MORTGAGE's failure to fulfill its duty and obligations owed to
 21 Plaintiffs by assuring that all collection activities on the *May 2022 Loan* ceased caused
 22 Plaintiffs to suffer harm in the form of damage to their credit rating and inability to secure
 23 construction financing for their investment property, and attorney's fees in their efforts to get
 24 defendants to correct their mistakes.

25 67. Defendants U.S. BANK and NATIONSTAR/MR. COOPER became aware that
 26 Plaintiffs rescinded the *May 2022 Loan* that was executed on June 16, 2022, prior to the first
 27 loan payment.

28 68. Defendants U.S. BANK and NATIONSTAR/MR. COOPER had a duty to Plaintiffs to

1 cease all collection activities on the *May 2022 Loan* once they became aware that this loan had
 2 been rescinded.

3 69. Defendants U.S. BANK and NATIONSTAR/MR. COOPER's failure to fulfill its duty
 4 and obligations owed to Plaintiffs by assuring that all collection activities on the *May 2022*
 5 *Loan* ceased caused Plaintiffs to suffer harm in the form of damage to their credit rating and
 6 inability to secure construction financing for their investment property, and attorney's fees in
 7 their efforts to get defendants to correct their mistakes.

8 70. Therefore, Plaintiffs pray for relief as set forth below.

9 **FOURTH CAUSE OF ACTION**
DEFAMATION

10 **(Against Defendants U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR.
 COOPER)**

11 71. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through
 12 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

13 72. U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR. COOPER knew or
 14 should have known that the *May 2022 Loan* was rescinded pursuant to Plaintiffs exercising their
 15 right to rescind said loan.

16 73. Despite the knowledge that the loan was rescinded, as reflected by various MR.
 17 COOPER customer service representative statements that the loan would transfer to Mid-West,
 18 NATIONSTAR dba MR. COOPER has and continues to report negative credit ratings to all
 19 credit reporting agencies that Plaintiffs are delinquent on the rescinded loan. Further, each time
 20 NATIONSTAR dba MR. COOPER submits the negative rating, the balance increases, reflecting
 21 all erroneous past due amounts.

22 74. U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR. COOPER knew or
 23 should have known that errors were being made by various MR. COOPER employees by
 24 allowing their systems to submit negative credit ratings on Plaintiffs and erroneously reporting a
 25 large loan balance due by Plaintiffs on a loan that was rescinded.

26 75. Plaintiffs have been harmed by NATIONSTAR dba MR. COOPER by reporting to all
 27 credit reporting agencies that Plaintiffs are delinquent in making payments on the rescinded the

1 *May 2022 Loan* which has affected Plaintiffs creditworthiness (**Exhibit 5**).

2 76. The conduct of U.S. NAITONAL BANK ASSOCIATION, NATIONSTAR dba MR.
3 COOPER by making negative credit ratings is a substantial factor in causing Plaintiff harm by
4 affecting their creditworthiness and was done in conscious disregard towards the rights of
5 Plaintiffs.

6 **FIFTH CAUSE OF ACTION**
INJUNCTIVE RELIEF

7 **(Against Defendants U.S. NATIONAL BANK ASSOCIATION, NATIONSTAR dba MR.
COOPER)**

8
9 77. Plaintiffs refer and re-plead each and every allegation contained in paragraphs 1 through
10 33 of this Complaint, and by reference, incorporate the same herein and make each a part hereof.

11 78. The actions of Defendants U.S. NATIONAL BANK ASSOCIATION and
12 NATIONSTAR dba MR. COOPER have caused significant harm to Plaintiffs. These
13 Defendants continue to issue loan statements, delinquent notices, and notices threatening
14 foreclosure on a loan that Plaintiffs rescinded. Defendants continue to issue negative credit
15 reporting to credit agencies, indicating that Plaintiffs are in default on the rescinded *May 2022*
16 *Loan*. (**Exhibit 6**)

17 79. As a result of the significant harm suffered by Plaintiffs caused by these defendants by
18 reporting negative credit ratings outlined above, Plaintiffs have been prevented from securing a
19 construction loan, car loan and other lines of credit.

20 80. Plaintiffs have no other plain, speedy or adequate remedy at law to prevent Defendants
21 U.S. NATIONAL BANK ASSOCIATION and NATIONSTAR dba MR. COOPER from
22 foreclosing on the rescinded *May 2022* Loan and their continued negative credit reporting
23 affecting Plaintiffs credit worthiness. Defendants have now begun the foreclosure process on
24 this rescinded loan. (**Exhibit 7**) Injunctive relief prayed below is necessary and appropriate at
25 this time to prevent foreclosure and further erroneous and derogatory credit reporting of
26 Plaintiffs' credit worthiness.

27 81. Therefore, Plaintiffs pray for relief as set forth below.

28

PRAYER FOR RELIEF

Based on the foregoing, Plaintiffs pray for:

3 1. For general damages according to proof;

4 2. For consequential and special damages according to proof;

5 3. For punitive damages;

6 4. For issuance of a temporary restraining order and permanent injunctive relief to prevent
7 Defendants from foreclosing on the *May 2022 Loan* and issuing negative credit reports
8 against Plaintiffs;

9 5. Attorney's fees to the extent permitted by contract or law;

10 6. Costs of suit incurred herein;

11 7. For such other relief as the court deems just and proper.

13 | Dated: 4/26/2023

FRANK LAW GROUP, P.C.

By:

DENNIS G. SELEY
Attorneys for Plaintiffs

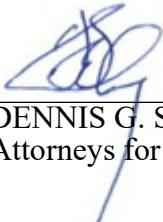
1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs STEVE F. TIBBETTS and TAMBERLYN TIBBETTS hereby demand a trial
3 by jury on all issues so triable.

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5 Dated: 4/26/2023

FRANK LAW GROUP, P.C.

6 By: 

7 DENNIS G. SELEY
8 Attorneys for Plaintiffs

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VERIFICATION

I, STEVE F. TIBBETTS, declare:

1. I am a plaintiff in the above-entitled matter.
2. I have read the foregoing Complaint and know the contents thereof.

3. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

STEVE F. TIBBETTS

1 **VERIFICATION**

2 I, TAMBERLYN TIBBETTS, declare:

3 1. I am a plaintiff in the above-entitled matter.
4 2. I have read the foregoing Complaint and know the contents thereof.
5 3. The same is true of my own knowledge, except as to those matters which are
6 therein stated on information and belief, and, as to those matters, I believe them to be true.

7 I declare under penalty of perjury of the laws of the State of California that the foregoing
8 is true and correct.

9 Executed on 4/26/23 at Penryn, Placer County,
10 California.

11 
12 TAMBERLYN TIBBETTS
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EXHIBIT 1



KELLER
Mortgage

Steve and Tamberlyn Tibbetts
7821 Logan Lane
Penryn, CA 95663

June 14, 2022

Mr. and Mrs. Tibbetts,

In a Post-Closing Audit, it was discovered that your Notice of Right to Cancel was not issued to you on the correct form at closing.

To resolve this, we have issued a Notice of Right to Cancel to you on the correct form. In addition, due to the error on the part of Keller Mortgage we are required to re-open the time period for you to cancel your loan. You will now have until June 18, 2022 to cancel your loan with Keller Mortgage.

Enclosed is a revised Notice of Right to Cancel. Please initial this document where indicated and send it back to my attention with the label and envelope provided. I have also included a copy of this document for your records. This will have no other impact to your loan that closed with Keller Mortgage.

We apologize for any inconvenience this may have caused.

If you have any questions about this, please feel free to contact me at any of the below contact information.

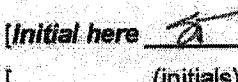
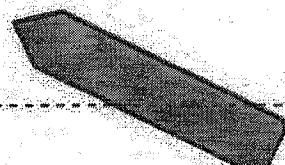
Thank you,

Chris Bish
Post-Closing Manager
614-768-1148 x 349
cbish@kellermortgage.com

H-9 Rescission Model Form (New Advance of Money with the Same Creditor)**Your Right to Cancel This Loan**

You Could Lose Your Home	You are giving us the right to take your home if you do not repay the money you owe under this new loan.
Your Right to Cancel	You have the right under federal law to cancel this new loan on or before the date stated below. Under federal law, we cannot make any funds available to you until after this date.
If You Cancel	If you cancel, we will: <ul style="list-style-type: none"> • Not charge you a cancellation fee; and • Refund to you any fees you paid to get this loan. If you cancel this new loan, all of the terms of your previous loan with us will still apply. You will still owe us your previous balance, and we will have the right to take your home if you do not repay that money.
How to Cancel	To cancel, you may submit the bottom portion of this notice to <u>Chris Bish</u> at <u>Keller Mortgage</u> [or <u>4725 Lakehurst Ct, STE 400, Dublin, OH 43016</u> or <u>cbish@kellermortgage.com</u>].
Deadline to Cancel	If you want to cancel this loan, you must submit the bottom portion of this notice on or before <u>June 18, 2022</u> .* <p>*In certain circumstances, your right to cancel this loan may extend beyond this date. In that case, you must submit the bottom portion of this notice to either the current owner of your loan or the person to whom you send payments.</p>

[If two or more people have the right to cancel this loan, cancellation by one person is effective for all of them.]

[Initial here  to acknowledge the receipt of this notice on June 18, 2022.]
 [(initials)  (date)]

cut here → -----

I AM CANCELLING THIS LOAN.



Name

Steven F. Tibbets

Property Address

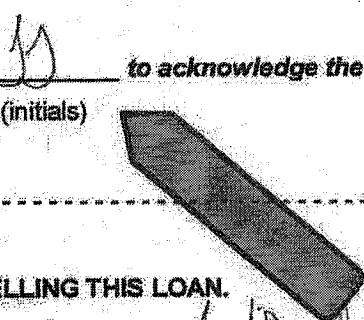
7821 Logan Lane, Penryn, CA 95663

[Loan Number] 01002201361407

H-9 Rescission Model Form (New Advance of Money with the Same Creditor)**Your Right to Cancel This Loan**

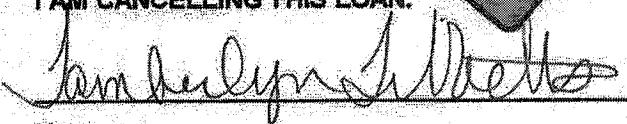
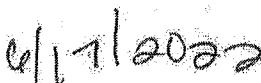
You Could Lose Your Home	You are giving us the right to take your home if you do not repay the money you owe under this new loan.
Your Right to Cancel	You have the right under federal law to cancel this new loan on or before the date stated below. Under federal law, we cannot make any funds available to you until after this date.
If You Cancel	<p>If you cancel, we will:</p> <ul style="list-style-type: none"> • Not charge you a cancellation fee; and • Refund to you any fees you paid to get this loan. <p>If you cancel this new loan, all of the terms of your previous loan with us will still apply. You will still owe us your previous balance, and we will have the right to take your home if you do not repay that money.</p>
How to Cancel	<p>To cancel, you may submit the bottom portion of this notice to <u>Chris Bish</u> at <u>Keller Mortgage</u> [or <u>4725 Lakehurst Ct, STE 400, Dublin, OH 43016</u> or <u>Cbish@kellelmortgage.com</u>].</p>
Deadline to Cancel	<p>If you want to cancel this loan, you must submit the bottom portion of this notice on or before <u>June 18, 2022</u>.*</p> <p>*In certain circumstances, your right to cancel this loan may extend beyond this date. In that case, you must submit the bottom portion of this notice to either the current owner of your loan or the person to whom you send payments.</p>

[If two or more people have the right to cancel this loan, cancellation by one person is effective for all of them.]

[Initial here]  to acknowledge the receipt of this notice on June 15, 2022 [initials] (date)]

cut here → -----

I AM CANCELLING THIS LOAN.

Name

Tamberlyn Tibbets

Property Address

7821 Logan Lane, Penryn, CA 95663

[Loan Number] 01002201361407

EXHIBIT 2

Placer Title Company

193 Fulweiler Avenue
Auburn, CA 95603
(530)885-7722

File Number: P-563943
Loan Number: 01012102288251
Loan Amount: \$320,902.00
Close Date: 7/27/2022
Date Prepared: 7/25/2022 12:49:18 PM

BORROWER(S) ESTIMATED CLOSING

Type: Refinance / Loan
Property: 7821 LOGAN LANE
PENRYN, CA 95663 (PLACER)
(032-134-012-000)

Borrower(s): STEVE F. TIBBETTS AND TAMBERLYN TIBBETTS, TRUSTEES OF THE TIBBETTS FAMILY TRUST DATED FEBRUARY 4, 2013, AND ANY AMENDMENTS THERETO

Lender: Keller Mortgage, LLC DBA Keller Mortgage
4725 Lakehurst Court, Suite 400, Dublin, OH 43016

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Lender Credit for Closing Cost from Keller Mortgage, LLC			\$1,783.00
Funds for closing from Steve F. Tibbetts and Tamberlyn Tibbetts, Trustees of the Tibbetts Family Trust			\$368,256.61
Payoffs			
Payoff to Keller Mortgage, LLC		\$368,256.61	
Principal: \$364,295.42			
Interest on Statement: \$89.72			
lener credit issued to offset fees for rescinded loan: \$1,000.00			
cash out amount from rescinded loan used to pay borrowers property taxes: \$2,871.47			
New Loans			
Loan Amount			\$320,902.00
Undisbursed Funds to Keller Mortgage, LLC DBA Keller Mortgage		\$320,902.00	
Title Charges			
Title - Lender's coverage \$320,902.00 Premium \$660.00 to Placer Title Company		\$660.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Notary Fees (MLHC Employee) to Placer Title Company		\$150.00	
Title - Settlement or closing fee \$525.00 to Placer Title Company		\$525.00	
Title - E-Recording Service Fee to Simplifile		\$8.00	
Title - Overnight Delivery Fees to Placer Title Company		\$20.00	
Government Recording and Transfer Charges			
Mortgage \$125.00		\$125.00	
Release \$45.00		\$45.00	
Building Homes and Jobs Act Fee to MLHC Recording Account \$225.00		\$225.00	
Totals		\$690,941.61	\$690,941.61

Balance Due FROM Borrower: \$0.00

Issued Date: July 25, 2022

Lender's Basic (non-discounted) Rate: \$1,138.00

I/We hereby agree to pay all my proper costs and fees, including any taxes, assessments and liens of public record, and any adjustments thereto, and authorize you to deduct same from funds due me and remit the balance to me at an address designated by the undersigned.

Placer Title Company

193 Fulweiler Avenue
Auburn, CA 95603
(530)885-7722

File Number: P-563943
Loan Number: 01012102288251
Loan Amount: \$320,902.00
Close Date: 7/27/2022
Date Prepared: 7/25/2022 12:21:05 PM

BORROWER(S) ESTIMATED CLOSING

Type: Refinance / Loan
Property: 7821 LOGAN LANE
PENRYN, CA 95663 (PLACER)
(032-134-012-000)

Borrower(s): STEVE F. TIBBETTS AND TAMBERLYN TIBBETTS, TRUSTEES OF THE TIBBETTS FAMILY TRUST DATED FEBRUARY 4, 2013, AND ANY AMENDMENTS THERETO

Lender: Keller Mortgage, LLC DBA Keller Mortgage
4725 Lakehurst Court, Suite 400, Dublin, OH 43016

Description	P.O.C.	Debit	Credit
Payoffs			
Payoff to Keller Mortgage, LLC DBA Keller Mortgage		\$372,195.37	
Principal: \$368,166.89			
Interest, 7/27/2022 to 7/30/2022 @ \$22.43/day: \$67.29			
Interest on Statement: \$89.72			
lender credit issued to offset fees for rescinded loan: \$1,000.00			
cash out amount from rescinded loan used to pay borrowers property taxes: \$2,871.47			
New Loans			
Loan Amount			\$320,902.00
Undisbursed Funds to Keller Mortgage, LLC DBA Keller Mortgage		\$320,902.00	
Title Charges			
Title - Lender's coverage \$320,902.00 Premium \$660.00 to Placer Title Company		\$660.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Settlement or closing fee \$525.00 to Placer Title Company		\$525.00	
Title - Signing Service to		\$175.00	
Title - E-Recording Service Fee to Simplifile		\$8.00	
Title - Overnight Delivery Fees to Placer Title Company		\$40.00	
Government Recording and Transfer Charges			
Mortgage \$125.00		\$125.00	
Release \$45.00		\$45.00	
Building Homes and Jobs Act Fee to MLHC Recording Account \$225.00		\$225.00	
Totals		\$694,925.37	\$320,902.00

Balance Due FROM Borrower: \$374,023.37

Issued Date: July 25, 2022

Lender's Basic (non-discounted) Rate: \$1,138.00

I/We hereby agree to pay all my proper costs and fees, including any taxes, assessments and liens of public record, and any adjustments thereto, and authorize you to deduct same from funds due me and remit the balance to me at an address designated by the undersigned.

EXHIBIT 3



RETURN SERVICE ONLY
PLEASE DO NOT SEND MAIL TO THIS ADDRESS
PO Box 618060
3801 Postal Road
Cleveland, OH 44181

08/02/2022



OUR INFO
ONLINE
www.mrcooper.com



STEVE F TIBBETTS
TAMBERLYN TIBBETTS
7821 LOGAN LANE
PENRYN, CA 95663

YOUR INFO
LOAN NUMBER
0696442540
PROPERTY ADDRESS
7821 LOGAN LANE
PENRYN, CA 95663

Dear STEVE F TIBBETTS and TAMBERLYN TIBBETTS:

As of the date of this letter, the loan referenced above is delinquent and in danger of foreclosure. We have made several attempts* to contact you but so far we have not been able to reach you. Please contact us immediately so we can help you avoid a potentially serious situation.

As a homeowner, you have the right to know which solutions are available to help you avoid foreclosure, including solutions that may help you keep your home. These could include:

- Bringing your loan current through a repayment plan or reinstatement
- Temporarily reducing or pausing your payments with a forbearance
- Temporarily lowering your monthly payment
- Modifying your loan to make your mortgage more affordable

While we are committed to helping you keep your home, we realize that finding more affordable housing may be your best option. If so, we may be able to help you sell or leave your home without facing foreclosure through one of the following solutions:

- Short Sale — This may allow you to sell your home for less than you owe on the mortgage, subject to investor approval.
- Deed in Lieu of Foreclosure — This may allow you to transfer ownership of your home to the lender, subject to investor approval.

We are here to help but please contact us immediately. Fewer options may be available the longer you wait.

If you have any questions, please contact our Customer Service Department at 888-480-2432 or via mail at Lake Vista 4, 800 State Highway 121 Bypass, Lewisville, TX 75067. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at www.mrcooper.com for more information.

Sincerely,

Mr. Cooper

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.
If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





**Attention California Residents: If you have submitted a verbal or written cease and desist request, we will not be able to contact you by phone to discuss alternatives to foreclosure. To speak with us, please contact us directly or retract your cease communication request.*

Additional Resources

For a list of HUD-approved housing counseling agencies that can provide free foreclosure prevention and debt management information, as well as translation or other language assistance, contact one of the following federal government agencies:

- The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or www.hud.gov/counseling
- The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or www.consumerfinance.gov/mortgagehelp

EXHIBIT 4

Dennis Soley

From: David Frank
Sent: Wednesday, August 17, 2022 4:13 PM
To: Travis Grant
Cc: sftibbs@sbcglobal.net; Verna Moreno; Michele Todd
Subject: RE: P-563943: Steve & Tamberlyn Tibbetts Open escrow: 7821 Logan Lane, Penryn, CA 95663

Thank you.

David E. Frank, Esq.

Frank Law Group, P.C. • Courthouse Plaza • 1517 Lincoln Way • Auburn, CA 95603

Phone: 530.887.8585 • Facsimile: 530.887.8586 • www.franklawgroup.com

This electronic mail communication may contain privileged and confidential attorney-client communications and/or attorney work product. If you have received this communication in error or are not the intended recipient, please delete the communication without using, copying or otherwise disseminating it. Please notify sender that you received the message in error.

Save a tree: Consider the environment before printing this email

From: Travis Grant <tgrant@kellermortgage.com>
Sent: Wednesday, August 17, 2022 4:12 PM
To: David Frank <defrank@franklawgroup.com>
Cc: sftibbs@sbcglobal.net; Verna Moreno <officemanager@franklawgroup.com>; Michele Todd <matodd@franklawgroup.com>
Subject: RE: P-563943: Steve & Tamberlyn Tibbetts Open escrow: 7821 Logan Lane, Penryn, CA 95663

Dave,

Mr. Cooper is not servicing on behalf of Keller Mortgage. Keller Mortgage repurchased the loan and owned it at the time we consummated the transaction with your client.

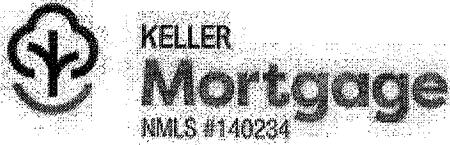
I understand the Mr. Cooper is acting on behalf of the previous owner of the loan that was rescinded (which Keller Mortgage repurchased). Keller Mortgage has already communicated with the previous owner and asked that they have Mr. Cooper cease any servicing activity.

I've forwarded your email below to the appropriate Keller staff and asked that we follow up on our previous communication. I will let you know once we receive a response.

Thanks,

Travis Grant

Executive Director of Legal & Compliance
(858) 442-6027 direct
tgrant@kellermortgage.com



Here at Keller Mortgage we expect our Team to provide 5 Star service!

If at any time you feel we are falling short of this expectation, please let us know.

You may call me directly or send our team an e-mail at 5star@KellerMortgage.com.

NOTICE: The information contained in this communication is confidential and/or legally privileged. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is strictly prohibited. If you have received this electronic mail transmission in error, please destroy the original communication, delete it from your system without copying or forwarding it, and notify us by telephone at 888-766-2678.

From: David Frank <defrank@franklawgroup.com>

Sent: Wednesday, August 17, 2022 3:39 PM

To: Travis Grant <tgrant@kellermortgage.com>

Cc: sftibbs@sbcglobal.net; Verna Moreno <officemanager@franklawgroup.com>; Michele Todd <matodd@franklawgroup.com>

Subject: RE: P-563943: Steve & Tamberlyn Tibbetts Open escrow: 7821 Logan Lane, Penryn, CA 95663

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Travis,

We have a problem. Today marks three weeks since the closing of the loan (7/28/22). As of today, the Tibbetts loan that was rescinded has not been paid off and they continue to get correspondence from representatives with Mr. Cooper asking for payment. I'm unsure why it would take any more than a couple of days to pay off the loan with the money they have had since July 28th. My clients' other concern is that their excellent credit rating is being dinged with late payments. This needs to be fixed pronto. My clients have been fully cooperative in helping you process this rescission, so please get this taken care of immediately, and let me know what Mr. Cooper will be sending to the credit agencies to reverse the dings to the Tibbetts' excellent credit ratings.

Thank you.

David E. Frank, Esq.

Frank Law Group, P.C. • Courthouse Plaza • 1517 Lincoln Way • Auburn, CA 95603

Phone: 530.887.8585 • Facsimile: 530.887.8586 • www.franklawgroup.com

EXHIBIT 5

From: Identity Guard® no

reply@service.identityguard.com

Subject: Your Monthly VantageScore® Credit Score
Is Available

Date: Dec 9, 2022 at 14:13:43

To: sftibbs@sbcglobal.net



Your Monthly VantageScore® Credit Score Is Available

STEVE TIBBETTS,

Your monthly VantageScore® credit score is now available. Your credit score has DECREASED by 87 points since last month.

Log into your Identity Guard® account to view your updated score and see how your credit score factors have changed.

Putting your security first,

Identity Guard®

[VIEW YOUR CREDIT SCORE .](#)

This email was sent to sftibbs@sbcglobal.net because it contains important information about your account. If you previously unsubscribed from Identity Guard® marketing emails, you will no longer receive special offers, but you will continue to receive emails concerning your account. If you believe you received this email in error, please forward it to our customer care team at customercare@identityguard.com.

We will never ask you for your personal information in an email. We respect your [privacy](#). If you no longer wish to receive marketing emails from Identity Guard®, you may [unsubscribe](#) at any time.

© 2022, Intersections LLC., P.O. Box 222546, Chantilly, Virginia 20153-2546, United States

----- Forwarded Message -----

From: Identity Guard® <no-reply@service.identity.guard.com>
To: "tamberlynt@sbcglobal.net" <tamberlynt@sbcglobal.net>
Sent: Thursday, December 8, 2022 at 04:21:51 PM PST
Subject: Your Monthly VantageScore® Credit Score Is Available



Your Monthly VantageScore® Credit Score Is Available

TAMBERLYN TIBBETTS,

Your monthly VantageScore® credit score is now available. Your credit score has DECREASED by 56 points since last month.

Log into your Identity Guard® account to view your updated score and see how your credit score factors have changed.

Putting your security first,

Identity Guard®

[VIEW YOUR CREDIT SCORE](#)

This email was sent to TAMBERLYNT@SBCGLOBAL.NET because it contains important information about your account. If you previously unsubscribed from Identity Guard® marketing emails, you will no longer receive special offers, but you will continue to receive emails concerning your account. If you believe you received this email in error, please forward it to our customer care team at customercare@identityguard.com.

We will never ask you for your personal information in an email. We respect your [privacy](#). If you no longer wish to receive marketing emails from Identity Guard®, you may [unsubscribe](#) at any time.

© 2022, Intersections LLC., P.O. Box 222546, Chantilly, Virginia 20153-2546, United States

EXHIBIT 6

STATEMENT DATE
12/20/2022

PAYMENT DUE DATE
01/01/2023

LOAN NUMBER
0696442540

PROPERTY ADDRESS
7821 LOGAN LANE
PENRYN, CA 95663

AMOUNT DUE
\$27,935.53

If payment is received on or
after 01/17/2023, a \$5.00
late fee will be charged.

QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432 YOUR Dedicated Loan Specialist is:
Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 7 p.m. (CT)
Sat 8 a.m. to 12 p.m. (CT)
www.mrcooper.com

Cynthia Weiland
AND CAN BE REACHED AT:
(866)-316-2432
or via mail at:
Lake Vista 4
800 State Highway 121 Bypass
Lewisville, TX 75067

 Go Paperless.
Sign in to your account to activate.

ACCOUNT OVERVIEW

INTEREST BEARING
PRINCIPAL BALANCE
\$693,750.00

INTEREST RATE
5.250%

ESCROW BALANCE
-\$2,638.00

The Principal Balance does not represent the payoff amount of your
account and is not to be used for payoff purposes.

PAST PAYMENTS BREAKDOWN

CATEGORY	PAID SINCE 11/19/2022	PAID YEAR TO DATE
PRINCIPAL	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00
ESCROW (TAXES & INSURANCE)	\$0.00	\$0.00
OPTIONAL INSURANCE	\$0.00	\$0.00
FEES & CHARGES	\$0.00	\$0.00
LENDER PAID EXPENSES	\$0.00	\$0.00
PARTIAL PAYMENT (UNAPPLIED)	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00



EXPLANATION OF AMOUNT DUE

REGULAR MONTHLY PAYMENT	\$4,380.49
TOTAL FEES & CHARGES	\$20.00
OVERDUE PAYMENT(S)	\$23,535.04
PARTIAL PAYMENT (UNAPPLIED)	\$0.00
TOTAL AMOUNT DUE	\$27,935.53
TRIAL/WORKOUT PAYMENT AMOUNT	\$0.00

**Please call Mr. Cooper to request the full amount owed on your account as the amount due may be
different than stated here due to interest and other charges or credits.*

See page 2 for detailed Lender Paid Expenses Summary

 Your year-end tax statement will be available online by 1/18 or in the mail by the end of January.

HERE'S SOME HELPFUL INFORMATION (See Page 2 for Additional Critical Notices)

Did you know some states have announced assistance programs for homeowners affected by COVID-19? Visit ncsha.org/homeowner-assistance-fund to see what programs may be available in your area.

If the COVID-19 Pandemic has impacted your ability to make your mortgage payment, visit our COVID-19 Resource Center at mrcrcooper.com/forbearance. There's a fast and easy online application if you decide this program is right for you.

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

Lender Paid Expenses are funds paid by Mr. Cooper on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

TRANSACTION ACTIVITY (11/19/2022 to 12/20/2022)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
12/19/2022	Property Inspections	-\$20.00				\$20.00
12/19/2022	Late Charge Assessed	\$5.00				\$5.00

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.



S 0003791 RNRGEH71 012894



Case 2:23-cv-00596-JAM-CKD

Document 8

MORTGAGE LOAN STATEMENT

STATED DATE

12/20/2022

FILED DATE

01/01/2023

LOAN NUMBER

0696442540

PROPERTY ADDRESS

7821 LOGAN LANE
PENRYN, CA 95663

AMOUNT DUE

\$27,935.53

*If payment is received on or
after 01/17/2023, a \$5.00
late fee will be charged.*

LENDER PAID EXPENSES

PROPERTY INSPECTIONS (11/14/2022)

	LAST STATEMENT	TOTAL
PROPERTY INSPECTIONS (11/14/2022)	\$20.00	\$40.00
TOTAL	\$20.00	\$40.00

QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432 YOUR Dedicated Loan Specialist is:
Mon-Thu 7 a.m. to 8 p.m. (CT) Cynthia Welland
Fri 7 a.m. to 7 p.m. (CT)
Sat 8 a.m. to 12 p.m. (CT)
www.mrcooper.com

AND CAN BE REACHED AT:

(866)-316-2432
or via mail at:
Lake Vista 4
800 State Highway 121 Bypass
Lewisville, TX 75067 Go Paperless.
Sign in to your account to activate.

HERE'S SOME HELPFUL INFORMATION

"Total Fees & Charges" include, but are not limited to, phone pay fees, insufficient fund fees, or convenience fees. These fees & charges appear in the "Other" category of the Transaction Detail, if applied since the last billing cycle.

Don't like paper? Go Paperless by signing in to your account at www.mrcooper.com and updating your settings. You can also manage your account paperlessly with the Mr. Cooper app. Download it wherever you get your apps.

Want to make payments even easier? Pay online at www.mrcooper.com, on the go with the Mr. Cooper app, or by **setting up AutoPay**. No matter how you pay, we'll never charge a transaction fee.

Please note the overnight payment address has changed. Please see the back of the statement for the updated address.



00003791 RNRGGEH71 012895



CUSTOMER SERVICE

888-480-2432

Mon-Thu 7 a.m. to 8 p.m. (CT)

Fri 7 a.m. to 7 p.m. (CT)

Sat 8 a.m. to 12 p.m. (CT)

ONLINE

www.mrcooper.com

LOAN NUMBER

0696442540

PROPERTY ADDRESS

**7821 LOGAN LANE
PENRYN, CA 95663**

STEVE F TIBBETTS

TAMBERLYN TIBBETTS

7821 LOGAN LANE

PENRYN, CA 95663

Dear Steve Tibbetts and Tamberlyn Tibbetts:

At Mr. Cooper, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

Why am I receiving this letter?

As of 12/20/2022, you are 173 days delinquent on your mortgage loan. Your mortgage payment is currently past due for 07/01/2022 and you have not yet made a full contractual payment with Mr. Cooper. Here is a recent payment history, and the reason for our concern:

RECENT ACCOUNT HISTORY

PAYMENT DUE **07/01/2022** Unpaid balance of **\$3,830.91**

PAYMENT DUE **08/01/2022** Unpaid balance of **\$3,830.91**

PAYMENT DUE **09/01/2022** Unpaid balance of **\$3,830.91**

PAYMENT DUE **10/01/2022** Unpaid balance of **\$3,830.91**

PAYMENT DUE **11/01/2022** Unpaid balance of **\$3,830.91**

PAYMENT DUE **12/01/2022** Unpaid balance of **\$4,380.49**

CURRENT CONTRACTUAL PAYMENT DUE 01/01/2023: \$4,380.49

AS OF 12/20/2022 THE TOTAL AMOUNT DUE IS \$27,935.53. You must pay this amount to bring your loan current.

Please call us to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

Your loan recently transferred to Mr. Cooper. Please see your monthly statements from your prior servicer for your 6-month payment history, if the payment history above is less than 6 months.

What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options. *Here are some of the solutions that may be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track.

If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Cynthia Weiland and can be reached at (866) 316-2432 or via mail at Lake Vista 4, 800 State Highway 121 Bypass, Lewisville, TX 75067. Our hours of operation are Monday through Thursday 7 am to 8 pm (CT), Friday 7 am to 7 pm (CT) and Saturday 8 am to 12 pm (CT). Visit us on the web at www.mrcooper.com for more information.

Sincerely,

The Loss Mitigation Department at Mr. Cooper

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RNRGEH71012899

Legal Rights and Protections Under the SCRA

Servicemembers on “active duty” or “active service,” or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember’s military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember’s military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember’s military orders.
Mr. Cooper, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741
- There is no requirement under the SCRA; however, for a servicemember to provide a written notice or a copy of a servicemember’s military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense’s Defense Manpower Data Center’s website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit’s Judge Advocate, or their installation’s Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- “Military OneSource” is the U. S. Department of Defense’s information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

**FINANCIALLY IMPACTED BY COVID-19?**

Homeowners with financial hardships who have been impacted by COVID-19 can apply for assistance with their mortgage payments, property taxes, and other housing costs.

Learn more about the program at www.consumerfinance.gov/haf or by calling (800) 569-4287.

¿HA SIDO AFECTADO FINANCIERAMENTE POR EL COVID-19?

Los propietarios de vivienda con dificultades financieras que han sido afectados por el COVID-19 pueden solicitar asistencia con sus pagos de hipoteca, impuestos a la propiedad y otros costos de la vivienda.

Obtenga más información sobre el programa en <http://www.consumerfinance.gov/haf> o llamando al (800) 569-4287.

因為 COVID-19 而經濟上受到影響？

受 COVID-19 影響而有經濟困難的房主可以申請援助，以支付他們的房屋抵押貸款、房產稅和其他住房開支。

了解更多項目資訊，請訪問 <http://www.consumerfinance.gov/haf> 或撥打電話(800) 569-4287。

BỊ ẢNH HƯỞNG TÀI CHÍNH DO COVID-19?

Những chủ nhà gặp khó khăn về tài chính do bị ảnh hưởng bởi COVID-19 có thể nộp đơn xin hỗ trợ cho các khoản thanh toán nợ vay thế chấp, thuế tài sản và các chi phí về nhà ở khác của họ.

Vui lòng tìm hiểu thêm về chương trình tại <http://www.consumerfinance.gov/haf> hoặc bằng cách gọi (800) 569-4287.

COVID-19 로 인해 재정적 영향을 입으셨나요?

COVID-19로 인한 영향으로 재정적 어려움을 겪고 계시는 주택 소유자인 경우 담보대출상환액, 부동산 재산세 및 기타 주택 비용에 대해 보조를 신청할 수 있습니다.

프로그램에 대한 자세한 정보는 www.consumerfinance.gov/haf를 방문하시거나 (800) 569-4287로 전화주십시오.

PINANSYAL NA NAAPEKTUHAN NG COVID-19?

Ang mga may-ari ng tirahang may pinansyal na kahirapan na naapektuhan ng COVID-19 ay maaaring mag-apply para sa tulong sa kanilang mga pagbabayad ng mortgage, buwis sa ari-arian, at iba pang mga gastusin sa bahay.

Alamin pa ang tungkol sa programa sa www.consumerfinance.gov/haf o sa pamamagitan ng pagtawag sa (800) 569-4287.

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< ALERTS

1 of 1



Credit Monitoring Alert

Negative Account Change - *STEVE***Creditor** NATIONSTAR MORTGAGE LLC**Creditor Type** Mortgage Companies - Finance**Account Number** ***2540**Payment Status** Late 120 Days**Credit Bureau** TransUnion**Date** 12/31/2022**Amount Delinquent** 19154**Contact Address** 350 HIGHLAND
HOUSTON, TX 77067

Why Did I Receive This Alert?

You received this alert because the creditor listed above is reporting a late payment. If your bills are past due, the sooner you pay the bill, the better. The damaging effect of a late payment on your credit scores can increase the longer you wait. Thirty days late is bad, but it's not as bad as 60, which is not as bad as 90 and so on.

Don't recognize this activity?

If after reviewing the details above you don't remember missing a payment, it may be a reporting mistake. Contact the creditor listed in the alert to get more information about the missed payment. If you don't recognize the account, it might indicate identity fraud. We recommend that you contact TransUnion. You may also contact our agents for further assistance.

TransUnion

800-680-7289

Do you recognize this activity?

YES, ARCHIVE ALERT

NO, I DON'T



1 of 33

< ALERTS

>



Credit Monitoring Alert

Negative Account Change - *TAMBERLYN***Creditor** NATIONSTAR MORTGAGE LLC**Creditor Type** Mortgage Companies - Finance**Account Number** ***2540**Payment Status** Late 120 Days**Credit Bureau** TransUnion**Date** 12/31/2022**Amount Delinquent** 19154**Contact Address** 350 HIGHLAND
HOUSTON, TX 77067

Why Did I Receive This Alert?

You received this alert because the creditor listed above is reporting a late payment. If your bills are past due, the sooner you pay the bill, the better. The damaging effect of a late payment on your credit scores can increase the longer you wait. Thirty days late is bad, but it's not as bad as 60, which is not as bad as 90 and so on.

Don't recognize this activity?

If after reviewing the details above you don't remember missing a payment, it may be a reporting mistake. Contact the creditor listed in the alert to get more information about the missed payment. If you don't recognize the account, it might indicate identity fraud. We recommend that you contact TransUnion. You may also contact our agents for further assistance.

TransUnion

800-680-7289

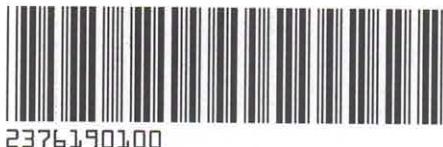
Do you recognize this activity?

YES, ARCHIVE ALERT

NO, I DON'T

EXHIBIT 7

Mr. Cooper
P.O. Box 9095
Temecula, CA 92589-9095



Send Payments to:
Mr. Cooper
PO Box 650783
Dallas, TX 75265-0783

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

20230109-160

STEVE F TIBBETTS
TAMBERLYN TIBBETTS
7821 LOGAN LN
PENRYN, CA 95663-9405





OUR INFO
ONLINE
www.mrcooper.com

01/09/2023

STEVE F TIBBETTS
TAMBERLYN TIBBETTS
7821 LOGAN LN
PENRYN, CA 95663-9405

Loan Number: 696442540
 Investor Name: "U.S. Bank National Association, as Trustee for WOV ML Pass-Through Trust I"
 Property Address: 7821 LOGAN LANE
 PENRYN, CA 95663

Dear STEVE F TIBBETTS and TAMBERLYN TIBBETTS:

**YOUR MORTGAGE LOAN HAS BEEN
REFERRED FOR FORECLOSURE**

Your loan has been referred to foreclosure. While the foreclosure process has begun, you may still have foreclosure prevention alternatives available to you. You can still be evaluated for alternatives to foreclosure by submitting a Mortgage Assistance application and any required documentation to Mr. Cooper.

If you have experienced unexpected expenses, loss of income, or other circumstances that has prevented you from making your mortgage payments, there may be mortgage assistance available to you. You may qualify for temporary or long-term relief, including solutions that allow you to stay in your home (forbearance, repayment, modification) or leave your home while avoiding foreclosure (short sale or deed-in-lieu of foreclosure). Please contact us at our toll-free number 888-480-2432 to request a loss mitigation application or sign in to your online account to complete an online application. You can begin the application process online by clicking on the Support tab on the left hand side of the page, selecting Financial Assistance and then click on Application from the options listed.

Once we have received the application and required documentation, we will evaluate your application and contact you regarding any available solutions and next steps.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.



Even if you have previously indicated that you are not interested in saving your home, you can still be evaluated for alternatives to foreclosure.

Additional Information:

- Please note that you may receive, upon written request, the following information:
 - A copy of your payment history since the time you were last less than 60 days past due;
 - A copy of your note, deed of trust/mortgage and any assignments of deed of trust/mortgage that exist and demonstrate the right to foreclose on your deed of trust/mortgage under applicable state law; and
 - The name of the trust or owner that holds your loan.
- You have the right to occupy the property until a sale of the property or other title transfer occurs. If you do not wish to continue to occupy the property, please contact us to discuss foreclosure alternatives that allow you to surrender the property in exchange for compensation.
- You have the responsibility to maintain the property.
- You continue to be obligated for taxes and insurance on the property until a sale or transfer of title occurs.

Sincerely,

Cynthia Weiland
Dedicated Loan Specialist
Mr. Cooper
8663162432 ext. 5160293
8950 Cypress Waters Blvd.
Dallas, TX 75019

CERTIFICATE OF SERVICE

I certify that on April 26, 2023, I electronically filed and served the foregoing document(s) in the Court's CM/ECF system. Notice of this filing will be sent to the parties of record by operation of the Court's electronic filing system. Parties may access this filing through the Court's system: **VERIFIED FIRST AMENDED COMPLAINT FOR BREACH OF CONTRACT, CONSTRUCTIVE FRAUD, BREACH OF FIDUCIARY DUTY, NEGLIGENCE AND DEFAMATION**

VERNA M. MORENO